

Ames

PPME #2003 (Police)

7/1/2005 6/30/2007

AGREEMENT

CITY OF AMES

AND

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES

LOCAL 2003



JULY 1, 2005 - JUNE 30, 2007

AGREEMENT  
CITY OF AMES  
AND  
PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES  
(POLICE DEPARTMENT)

This agreement entered into by and between the City of Ames, located in Ames, Iowa, hereinafter termed the "Employer" or the "City", and Local 2003, Public, Professional and Maintenance Employees, hereinafter termed the "Employee Organization".

This agreement is entered into on this 1st day of July, 2005 between the City of Ames and Local 2003, Public, Professional and Maintenance Employees.

ARTICLE 1  
PURPOSE OF THE AGREEMENT

1.1 The intent and purpose of this agreement is to: set forth the entire agreement of the parties covering issues not otherwise mandated by statute, ordinance or resolution; establish procedures for resolution of disputes concerning the interpretation of the expressed terms of this contract; prevent interruptions of work and interference with the efficient operation of the City; and place in written form the parties' complete agreement upon terms and conditions of employment for the duration of the agreement.

ARTICLE 2  
RECOGNITION

2.1 The City recognizes the Employee Organization as the exclusive collective bargaining agent for all regular employees in the following described unit as certified by the Public Employment Relations Board in Cases No. 280, 4164, 4446, 4751 and 5115:

INCLUDED: All employees of the Ames Police Department with the following job titles: Police Officer, Police Corporal, Police Dispatcher, Police Lead Dispatcher, Parking Meter Attendant, Animal Control Officer, Police Records Clerk and Animal Control Clerk.

EXCLUDED: Chief of Police, Captains, Sergeants, Secretary to the Chief of Police, Police Records Supervisor, Principal Clerk (confidential), Animal Control Supervisor, and all others excluded under Section 4 of the Act.

2.2 Definitions:

- (A) A regular employee is a full-time or part-time permanent employee who has completed the probationary period.
- (B) A permanent employee is one whose employment is intended to be permanent and not temporary such as vacation relief, student employment, and similar temporary employment circumstances.
- (C) A full-time employee is one whose employment schedule is for forty (40) hours per week or more.
- (D) A part-time employee is one whose employment schedule is for at least twenty (20) hours per week on a regularly scheduled basis.

- (E) A probationary employee is one who has not completed the first six (6) months of continuous service with the City as a regular employee, except for patrol officers and dispatchers who are subject to a 12-month probationary period. During the probationary period, such employee may be terminated, suspended, otherwise disciplined, or laid-off for any reason at the sole discretion of management.
- (F) Except where the context clearly indicates otherwise, the word employee when used in this agreement shall be limited to mean regular employee.

ARTICLE 3  
Employer and Employee Organization  
RIGHTS AND RESPONSIBILITIES

3.1 Management Rights. The Union recognizes those rights and responsibilities which belong solely, exclusively, and without limitation to the City, including those rights set out in Section 7 of the Public Employment Relations Act (Chapter 20, Code of Iowa), and without limitations on the foregoing; the right to manage the City's business and to direct the work force; the right to hire employees; the right to maintain order and efficiency; the right to extend, maintain, curtail, or terminate operations of the Police Department, to determine the size and location of operations, the right to subcontract out for goods or services, and to determine the type and amount of equipment to be used; the right to assign work; the right to determine the methods, means, materials and number of personnel to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities; the right to create, modify and terminate units, job classifications and job duties; the right to transfer, promote and demote employees; the right to discipline, suspend and discharge employees for proper cause and the right to lay off, the right to determine the number and starting times of shifts, the number of hours and days in the work week or work period, the hours of work; the right to determine the number of persons to be actively employed at any time; the right to enforce and require employees to observe rules and regulations set forth by the Police Department or the City; and the right to set work standards and to maintain performance records for all jobs.

3.2 Non-Discrimination. The Employer and the Employee Organization agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or disability; nor will there be any effort or attempt to cause such discrimination. The Employee Organization agrees to cooperate fully in any affirmative action program or action undertaken by the City or the department.

3.3 Employee Organization Membership. The Employer will not interfere with the right of its employees to become members of the Employee Organization. The Employee Organization will not interfere with the right of employees to refrain from Employee Organization membership. There shall be no discrimination by either party because of membership or nonmembership in the Employee Organization.

3.4 No Lockout, No Strike. The Employer agrees that during the term of this agreement it will not engage in any lockout of employees. It is agreed that during the term of this agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, sympathy strike, or any other action on the part of the Employee Organization or the employees represented by it which will interrupt or interfere with the operation of the City. Any or all employee(s) who violate this section may be discharged or disciplined.

3.5 Labor-Management Meetings. A labor management meeting may be held at the request of either party with one week's notice, in order to discuss the administration of this agreement or other concerns of either party. At the time of giving notice, the requesting party must also submit an

agenda of items which will be discussed at the meeting. It is agreed that there will be no more than four meetings per fiscal year, unless mutually agreed upon, and that pending grievances will not be discussed at these labor management meetings.

#### ARTICLE 4 GRIEVANCE PROCEDURE

4.1 Definition. A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of a specific term or provision of this agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this agreement, including matters as to which other means of resolution are provided or foreclosed by this agreement, or by statute or administrative procedures applicable to the City, shall not be considered contract grievances. An employee may represent himself/herself, or may be represented by or accompanied by a representative of the Employee Organization during all steps of the grievance procedure. For the purpose of this Article, the terms employee(s) or grievant(s) shall also mean and include the Employee Organization.

4.2 Procedure.

- (A) Investigation. The investigation or processing of a grievance by the Employee Organization representative shall be carried out in a manner which does not interfere with normal operations of the Ames City Police Department. Written permission must first be obtained from the immediate supervisor, or Police Chief if the immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The request shall be in writing and shall include the amount of duty time requested to investigate or process the grievance and the total estimated amount of time that will be needed to investigate and process the grievance. However, the employee shall not be limited to the estimated amount of time; should the investigation require more than the estimated amount of time, the employee will notify his/her immediate supervisor or the Police Chief. The Employee Organization shall have no more than one on-duty member investigating or processing a single grievance, and in no case more than four members to investigate a grievance. The time spent by the Employee Organization representative on a single complaint will be with pay if during working hours and with advance permission of the member's immediate supervisor. Such permission shall not be unreasonably withheld.
- (B) Time Limits. If a grievance is not presented within the time limits set forth, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Employee Organization may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit at each step may be extended by mutual written agreement of the City and the Employee Organization involved in each step. The term "working days" as used in this procedure shall mean the days Monday through Friday, excluding holidays.

(C) Grievance Steps.

It is the intent of the parties that grievances be resolved at the lowest possible non-union supervisory level, normally the employee's immediate supervisor. However, if the alleged action that gave rise to the grievance occurred at a higher level within the Police Department, the grievance may be initiated at the appropriate step, within the time limit for filing of Step One. For example, a Step One grievance could be filed with a Captain; a grievance involving an action by the Police Chief could commence at

Step Two. The Police Chief shall have the option of remanding a grievance to a lower level of supervisor.

Step One. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor (except where the immediate supervisor is a member of the bargaining unit and temporary "Acting Supervisor" status). The grievance shall be discussed orally and reduced to writing in Step One. The grievant shall cite in writing the provisions of this agreement allegedly violated. The grievance shall include, as specifically as possible, the name of the employee involved, the date of the occurrence and the surrounding circumstances. Step One must be taken within five working days of the incident complained of. The immediate supervisor shall have five working days to investigate the grievance and respond to it.

Step Two. If the disposition of a grievance in Step One is not satisfactory to the grievant, he/she may appeal the grievance to the Police Chief. The appeal must be in writing and must be submitted to the Chief within five working days after the response from the grievant's immediate supervisor. The Police Chief shall hold a conference with the grievant and his/her supervisor within five working days of receipt of the grievance. Following the aforesaid conference, the Chief shall investigate the grievance and respond to it in writing within five working days.

Step Three. If the disposition of the grievance in Step Two is not satisfactory to the grievant, the grievant shall submit an appeal in writing to the City Manager, or his/her designated representative, within five working days. The City Manager, or his/her designated representative, shall, within ten working days make an investigation and discuss the grievance with the grievant and respond in writing to the grievant.

Step Four. Within five calendar days after receipt of the City's Step Three answer, the grievance may be submitted to arbitration by the Employee Organization. Notice to the City of such submission shall be in writing signed by a representative of the Employee Organization, and shall state the specific section(s) of the agreement which is (are) to be considered by the arbitrator. Representatives of both parties shall endeavor to select a mutually agreeable arbitrator. If the representatives of the parties are unable to agree upon the selection of an arbitrator either party may request the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a list of five arbitrators from which one will be selected by the parties. If the parties cannot agree on an arbitrator from the list, then the parties will alternately strike one name at a time from the list until only one name remains on the list. The person whose name remains unscratched will be the arbitrator selected. A coin toss or other method agreed upon by the representatives of the City and the Union will determine who strikes the first name.

It is expressly understood by the parties that no grievance or arbitration shall be pursued or entertained which is properly cognizable or pursued under a merit or civil service systems or procedures established pursuant to Chapter 400, Code of Iowa.

4.3 Grievance and Arbitration Expenses and Limits. The Employee Organization and the Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. The decision of the arbitrator, within the scope of his/her authority, shall be final and binding on all parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator may not hear more than one grievance at one time unless the presentation of more than one grievance is mutually agreed to by the parties.

ARTICLE 5  
CIVIL SERVICE RULES AND PROCEDURES

5.1 The employees and employment covered by this agreement are subject to and governed by rules and procedures of the Civil Service Commission as established pursuant to Chapter 400, Code of Iowa.

ARTICLE 6  
JOB DESCRIPTIONS

6.1 The Public, Professional and Maintenance Employees, Local 2003, reserves the right to submit, review and challenge job descriptions, new and old, as proposed and/or implemented.

ARTICLE 7  
PAY

7.1 Rates of pay for fiscal year 2005/06 shall be as set out in Addendum A. Rates of pay for fiscal year 2006/07 shall be as set out in Addendum B.

ARTICLE 8  
HOURS AND WORKING CONDITIONS

8.1 Hours.

- (A) Overtime. All employees covered by this agreement will be paid time and one-half for all hours beyond eight in one working day with minimum of half hour intervals (20 minutes past the hour and 40 minutes past the hour the governing factor); provided that an employee may elect to take compensatory time off as time and one-half in lieu of overtime premium. Compensatory time shall be earned at time and one-half for normal City duties except for the hour-for-hour provisions for training under Section 8.1(D), and the hour-for-hour compensatory time provisions contained in Section 12.2 Holidays. Assignments involving contract labor for other agencies shall be compensated at time and one-half pay only.
- (B) Time and one-half will be paid on all callback, including court appearances. Minimum callback time is one hour. Employees required to appear in court at times other than their normal duty time and using their own vehicle shall be eligible to receive mileage reimbursement for actual miles driven, up to a maximum of twenty-two total miles per day (the distance between the Ames Police Department and the Story County Courthouse). This reimbursement for mileage expenses shall be at the standard City rate provided, however, that an employee may claim actual mileage cost by submitting appropriate documentation to the Finance Department. Reimbursement for mileage expenses shall not apply when an officer is required to testify within the city limits of Ames, Iowa, since the Police Station is the normal duty station.
- (C) Scheduling of Overtime Assignments shall not be used as a disciplinary tool either to punish or reward employees.
- (D) Training. All department-sponsored training shall be compensated with a straight hour-for-hour compensatory time. Training sessions lasting less than two hours shall be compensated with a minimum of two hours comp time.

Travel time to training activities occurring outside the city limits of Ames shall be compensated with hour-for-hour compensatory time.

- (1) Off-duty personnel shall not be required to attend mandatory training on weekends or holidays. All employees on approved leave shall be exempted from mandatory training assignments.
- (2) Exceptions: Out of state training activities and ILEA recruit training shall be compensated with day for day compensation. Employees engaged in out of state training may submit documentation for approval of earned hours of compensatory time over eight when training sessions extend beyond a normal training day. No employee will receive compensatory time for training occurring during a scheduled duty shift for that employee.

(E) Corporals and Police Officers Assigned to the Investigations Division.

- (1) Corporals and Police Officers assigned to the Investigations Division shall be paid time and one-half for call back provided that these employees may elect to take compensatory time off as time and one-half in lieu of the overtime premium. Compensatory time shall be earned at time and one-half for normal City duties except for the hour-for-hour provisions for training under Section 8.1(D), and the hour-for-hour compensatory time provisions contained in Section 12.2 Holidays. Assignments involving contract labor for other agencies shall be compensated at time and one-half pay only.

In the event a Corporal or Police Officer assigned to the Investigations Division is required to be on-call while not working their regularly scheduled shift, those employees shall be compensated with four (4) hours straight compensatory time per week of on-call duty.

- (2) A Corporal or Police Officer assigned as on-call for the Investigations Division on any of the holidays designated in Section 12.1 shall be compensated by receiving four hours of compensatory time at the straight time rate except for Thanksgiving Day and Christmas Day which shall be compensated by receiving eight hours of compensatory time.

- (F) Compensatory time off shall be taken after approval has been granted by the Police Chief or his/her designee. The maximum allowable accumulation of compensatory time shall be eighty hours; provided, that with the prior approval of the Police Chief and City Manager, compensatory time may be accumulated to a maximum of 160 hours. The approval of the Police Chief and City Manager shall be in writing.

- (G) Time in excess of the eighty-hour limit specified in Section (F) shall automatically be paid off if prior approval to extend the limit has not been granted by the Police Chief and the City Manager. Even if such approval has been granted, time in excess of the eighty-hour limit shall be paid off upon written request of the employee. Likewise, time in excess of the eighty hour limit may be paid off at any time at the City's discretion. All compensatory time shall be accrued in a single bank at the rate at which it was earned (straight time, time and one-half, etc.). Under no circumstances will compensatory time earned at straight time be paid out at time and one-half or more. All cash payoffs shall be made at the pay rate set forth in the Pay Scale Addendum in effect at the time of such payoff.

- (H) In-service Training. When the dates of a training program are such that the employee's attendance will result in the hours worked in the FLSA work cycle being over the threshold for "overtime compensation", the supervisor and employee will mutually agree upon the day and time when the employee will use accrued compensatory time off so that the hours worked within the FLSA work cycle do not pass the "overtime"



threshold.

- (I) Use of Compensatory Time for Mandatory Training. If an employee has reached the 80-hour maximum of compensatory time and is required to attend mandatory training, the City may increase the 80-hour maximum by the number of hours of mandatory training attended. When an employee's 80-hour compensatory time maximum has been increased as a result of attending this mandatory training, the shift commander shall meet with the employee to attempt to identify a time, within the next 60 days, in which the employee can use the compensatory time accrued in excess of the 80-hour maximum as a result of mandatory training. If the employee and the shift commander fail to arrive at a mutually agreed time to use the above referenced compensatory time, the shift commander shall designate the time it will be used. This designation shall only apply to compensatory time accrued, in excess of the 80-hour maximum, as a result of attending mandatory training. The City shall not arbitrarily or capriciously increase the number of mandatory training hours.

## 8.2 Equipment and Uniforms.

- (A) Uniforms. The City will furnish uniforms for uniformed personnel. The uniform issue for Police Officers not assigned to the Investigations Division shall include: five short sleeve summer shirts, five long sleeve winter shirts, four pairs of trousers, one visored hat with frame with both winter and summer covers, one fur winter cap, one tie, one jacket with winter lining, one raincoat, one baseball style cap, one winter parka, and one ballistic vest (body armor).

The uniform issue for Parking Meter Attendants shall include five short sleeve white shirts, five long sleeve shirts, four pants, one jacket with winter lining, one raincoat, one winter parka, and one culotte or pair of shorts.

The uniform issue for Police Dispatchers and Police Lead Dispatchers shall include five short sleeve shirts, five long sleeve shirts, four pants, and one jacket with winter lining.

Corporals and Police Officers assigned to duty in the Investigations Division will be given a clothing allowance of \$900.00 per year. Officers temporarily assigned to the Investigations Division will be entitled to pro-rated clothing allowance after twenty days. A Patrol Officer normally not assigned to duty in the Investigations Division but who is working under cover for less than six months shall not be entitled to clothing allowance.

When a Police Officer transfers from the Patrol Division to the Investigations Division, he/she shall be allowed to retain his/her present uniforms.

Patrol Officers assigned to the in-service investigative training program shall not be entitled to receive clothing allowance.

The City will issue to Officers assigned to special details such as the rifle team, honor guard and bicycle patrol, uniforms appropriate to that activity.

The City will provide sweaters to all members of the bargaining unit.

- (B) Clothing and Equipment. The City shall provide an allowance of \$230 per fiscal year for all uniformed and sworn personnel for the purchase of shoes, clothing, and equipment. This allowance shall be made once a year, payable in the second pay period of July. For employees who terminate throughout the year, a prorated amount will be

deducted from final pay for this provision.

- (C) Neckties. Neckties will only be required with long-sleeved shirts. The shift commander will decide if long-sleeved shirts will be worn on a shift.
- (D) Leather Goods. Leather goods will be furnished in accordance with present practice. The City shall replace worn out or damaged ammo carriers and shall provide ammo carriers to Officers hired after July 1, 2001.
- (E) Animal Control. All Animal Control employees in the following positions shall initially be issued the following uniforms:

Officer: 5 short sleeve summer shirts, 5 long sleeve winter shirts, 5 pairs of trousers (with belt loops), 1 jacket with winter lining or parka, 1 rain parka, rubber boots, portable carrier to attach to belt (for radio).

Clerk: 4 shirts, 4 trousers, jacket, rubber boots.

After initial issuance, uniform items shall be replaced on an as needed basis.

## ARTICLE 9 WORK RULES

The City will provide the Employee Organization written work rules affecting employees covered by this agreement, and will provide written notice of any change in the work rules. Notice of change shall be given ten days in advance of the implementation of the change unless it is impracticable to do so.

## ARTICLE 10 SAFETY

10.1 Employees shall observe all rules and regulations established by the City for the protection of life, limb and health and for the preservation of City property.

10.2 Any employee of the Police Department who feels that the departmental equipment is unsafe should immediately report to the shift commander the concern and the reason for the concern. Upon receipt of an unsafe equipment complaint, the shift commander shall investigate the complaint. If the shift commander concurs that the equipment is, in fact, unsafe to operate, the shift commander shall immediately remove the equipment in question from service. The shift commander will file a written report with the Chief of Police for each safety complaint that is received. This report shall specify: (1) the equipment in question, (2) the specific complaint, (3) if the equipment was not taken out of service by the shift commander, why not, (4) if the equipment was taken out of service, what was the result of the inspection by the Equipment Operations Manager.

## ARTICLE 11 VACATIONS

11.1 Purpose. The purpose of vacation leave is to enable the employee to enjoy periodic rest from his/her regular job so that he/she may return to work mentally refreshed.

11.2 Amount. All regular full time employees shall earn vacation on a monthly basis at the following rates which reflect longevity in City service.

- (A) Six hours and forty minutes each month for the first seven years of service (months 1 through 84).

- (B) Ten hours each month through the fourteenth year of service (months 85 through 168).
- (C) Thirteen hours and twenty minutes each month after completing fourteen (14) years (months 169 through 252).
- (D) Sixteen hours and forty minutes each month after completing twenty-one (21) years (months 253 and on).

11.3 Part Time Employees. Employees who work less than full time, but more than 1,040 hours a year, shall be credited vacation on a prorata basis. For purposes of computing vacation leaves, a working day shall be considered as one-fifth of the number of working or duty hours in the established work week.

11.4 Accrual. An employee who enters the employ of the City on or prior to the fifteenth day of the month, or who leaves the employ of the City after the fifteenth of the month, shall earn vacation leave for that month.

Vacation leave shall not be accumulated in excess of fifteen working days or in the case of employees with seven or more years of service (months 85 through 168), twenty-three working days; or in the case of employees with fourteen or more years of service (months 169 through 252), thirty working days; or in the case of employees with twenty-one or more years of service (months 253 and on), thirty-eight working days.

11.5 When Taken. No vacation leave may be taken by an employee until he/she has been in the continuous service of the City for a period of six full months. Each department will maintain records of vacation leave credit and its use. Departments will schedule such vacation leaves with regard to seniority of employees, the department's operating requirements and responsibilities, and insofar as possible with the requests of employees.

Vacation leave shall not be granted in units of less than one-half hour.

11.6 Holidays Occurring During Vacation Periods. In the event one or more municipal holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holidays will be granted which fall during terminal vacation or leaves of absence. This paragraph is not applicable to employees whose holidays are provided for under Section 12.2 of this agreement.

11.7 Terminal Leave. Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of termination so long as the employee has been in the continuous service of the City for at least six full months. An employee who resigns shall provide a two week written notice of resignation to the Chief of Police if he/she is to be compensated for unused, accumulated vacation.

11.8 Waiving Vacation Prohibited. Because vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

11.9 Accumulated compensatory time off, up to ten days, may be used to extend vacation.

11.10 Vacation Use During Special Events. With prior approval of the employee's supervisor, an employee scheduled for normal duty shift who has been assigned to a post involving security for special events which falls under a City contract with outside agencies, may use vacation and/or comp leave to enable the employee to receive time and one-half compensation for the security post.

## ARTICLE 12 HOLIDAYS

12.1 Generally. The following shall be holidays for employees of the City of Ames: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, plus a floating Christmas holiday to be established. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following work day shall also be observed as a holiday.

Permanent and probationary employees, except 24-hour police and shift personnel, shall not be required to be on duty on holidays unless the employee's services are required for an emergency or performance of an essential public service, in which event any such employee shall be entitled to pay at one and one-half times the regular rate.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

The provisions of this section shall not apply to personnel covered under Section 12.2.

12.2 Time Off In Lieu Of Holidays. Due to the nature of the task, certain law enforcement personnel are required to be on duty twenty-four hours a day, seven days a week. Employees in this category are all uniformed personnel, excluding Meter Attendants and Animal Control Officers. Personnel in this category will be granted a total one hundred fifteen days off for each calendar year, and no consideration shall be given for any holiday falling during annual vacation leave.

Day off schedules shall be on an annual basis and shall be posted one month in advance.

Justification for one hundred fifteen days is as follows:

Two days off each week (52) or one hundred four days, ten paid holidays (plus an additional personal day off during the year covered by this agreement) for a total of one hundred fifteen days. An employee may take a personal day only if he/she has given advance notice to the shift commander of at least five days, and the shift commander has approved the request. Employees required to work on a scheduled holiday shall be entitled to four hours compensatory time off for each holiday worked; however, employees required to work on Thanksgiving Day and Christmas Day shall be entitled to eight hours of compensatory time off.

Police Corporals, Police Officers assigned to the Investigations Division, Meter Attendants, Police Records Clerks, Animal Control Officers, and Animal Control Clerks shall also be entitled to one personal day off during the year covered by this agreement. The employee may take a personal day if he/she has given advance notice to his/her supervisor of at least five days and the supervisor has approved the request.

## ARTICLE 13 PERFORMANCE RATING

13.1 Policy. Department heads are required to submit periodically, reports on the individual performance. The rater shall discuss the report with the employee privately and objectively. Employees, whether agreeing with the report or not, shall sign the following statement in the report, "I have read the foregoing report."

13.2 Types of Reports. The following summary indicates the types of performance reports and

their use:

- (A) An interim probationary report may be prepared as necessary at the end of five weeks of employment.
- (B) A final probationary report is prepared just prior to completion of the probationary period. This report summarizes probationary performance, and contains the recommendation for permanent appointment or removal.
- (C) An annual report of performance shall be submitted.
- (D) A follow-up report is prepared within a specific period of time, usually 30 to 90 days following any annual or final probationary report which indicated "below average" performance.

13.3 The step increases outlined in the attached pay schedules are contingent upon a satisfactory or above satisfactory performance.

Performance, for purposes of Step increases only, shall be evaluated on the basis of the accomplishment or non-accomplishment of written goals and objectives established mutually by the employee and the immediate supervisor. Said goals and objectives shall be mutually established, in writing, at the beginning of each evaluation period.

#### ARTICLE 14 INSURANCE

14.1 Health Insurance. The City will make available to each regular full-time employee a health insurance program consisting of medical, dental, and prescription drug coverage. Health insurance plans offered by the City to employees will include at least one traditional fee-for-service (indemnity) plan and one primary-care-physician (PCP) plan. Plans, insurance carriers, third party administrators, enrollment periods, funding methods, premium rates, and other administrative decisions are determined by the City. Should the City change carriers or administrators, the benefits of the insurance programs shall be comparable to the present benefits.

- (A) Prescription Drugs. Employee co-payments shall be \$4 for generic and selected over-the-counter drugs, \$10 for preferred brand name drugs, and \$15 for all other prescription drugs. Drug co-payments shall not be eligible for reimbursement under the medical coverage. The maximum annual out-of-pocket cost for prescription drugs shall be \$750 per covered member and \$1500 per covered family unit.
- (B) Contributions. For fee-for-service (indemnity) plans, the City's contribution to the respective single monthly premium shall be 100.00% effective July 1, 2005. The City's contribution for the single monthly premium shall be 95.00% effective July 1, 2006. Employee single premiums shall not exceed \$25.00 per month. The City's contribution to the primary-care-physician (PCP) plan shall be the same as the fee-for-service plans. For fee-for-service (indemnity) plans and primary-care-physician (PCP) plans, the City's contribution to the family monthly premium shall be 90.00% effective July 1, 2005.

For employees hired prior to 07/01/1991, the City's contribution for family coverage for fee-for-service or primary-care-physician plans shall be 97.50% effective July 1, 2005; 95.00% on July 1, 2006; 92.50% on July 1, 2007; and 90.00% on July 1, 2008.

The City's contribution is for health insurance premiums only. Any employee electing not to take the insurance benefit shall not be entitled to any cash refund.

- (C) Health Insurance Advisory Committee. Recognizing the mutual benefits of controlling health care costs and of having a healthy workforce, the Union agrees to have two representatives actively participate in a health care advisory committee. This committee will advise the City administration in evaluating the administration of the health insurance program, in communicating with system members, and in making recommendations for plan design changes. The Union does not waive its right to negotiate health insurance benefits by participating in this committee.

14.2 Life Insurance. The City provides a \$20,000 life insurance policy for all full time employees and a \$2,500 policy for regular part time employees. The premium is paid by the City, and coverage takes effect the first of the month following thirty days of active employment.

14.3 Flexible Spending Account. The City may offer a Flexible Spending Account program to all regular full-time bargaining unit and regular part-time bargaining unit employees subject to the same terms and conditions as applied to the non-bargaining unit employees.

## ARTICLE 15 SHIFTS

15.1 Shift Bid. All members of the bargaining unit shall have the opportunity of making a shift bid thirty days prior to the start of each calendar year.

Bidding shall be done on the basis of seniority, and will result in a minimum of one Officer (excluding supervisory personnel) with a minimum tenure of three years and a minimum of one Officer (excluding supervisory personnel) with a minimum tenure of two years on each of the three regular patrol platoons.

If vacancies occur during the fiscal year, individuals may enter written requests to transfer to fill that position. However, the Chief of Police will have discretion as to whom he/she appoints to fill mid-year vacancies, and may make individual assignment changes, as well as short term special assignments.

Police Officers assigned to the Investigations Division or to other special assignments such as Drug Task Force Officer, School Resource Officer, and Community Resource Officer shall be appointed by the Chief of Police, and shall have a minimum of two years as an Ames Police Officer. Board(s) established for the purpose of recommending individuals to fill special assignment slots, will be appointed by the Chief and will contain at least one non-interested Police Officer who is a union member. Opportunities for special assignments shall be posted in the Police Department, and shall include the major criteria specific to the assignment. Copies of postings shall be provided to the Union's business representative. The Police Chief shall make assignments based on the specified criteria, the recommendations of the selection board(s), and other objective information relevant to the assignment. Once a special assignment is completed, the Officer will return to a patrol shift for a minimum of one year prior to reapplying for a special assignment.

Officers assigned to the Investigations Division shall be excluded from shift bids within their division. Police Officers assigned to the Investigations Division or other special assignments shall not receive additional compensation for working these assignments.

15.2 Shift Differential. Those employees regularly assigned to evening and night shifts shall be entitled to the following shift differential:

\$425/Year	Third Shift (3 PM - 11 PM)
\$632/Year	First Shift (11 PM - 7 AM)

\$425/Year	Special Shift - If a majority of the regularly scheduled hours fall between 3 PM - 11 PM, including Police Dispatchers assigned to work the 11 AM to 7 PM shift.
\$632/Year	Special Shift - If a majority of the regularly scheduled hours fall between 11 PM - 7 AM, including Police Dispatchers assigned to work the 7 PM to 3 AM shift.
\$287/Year	Investigations Division - Corporals and Police Officers assigned to Investigations Division required to work shifts which rotate each month. Corporals assigned to a permanent evening or night shift will be governed by the special shift provision

Shift differential will be paid out on a monthly basis.

Shift differential is to be paid to those who work regularly scheduled evening and night shifts. Employees engaging in occasional work or overtime work occurring during these hours shall not be entitled to such pay.

## ARTICLE 16 SENIORITY

16.1 Definition. Seniority shall mean length of continuous, full time, regular service with the Police Department. The City shall post on the Union bulletin board a list indicating the seniority of all members of the bargaining unit.

16.2 Application. Where qualifications, performance, ability and fitness are equal, seniority shall be considered in the following cases, subject to the terms of this agreement:

- to assign shifts
- in the annual first and second vacation picks

## ARTICLE 17 TEMPORARY SHORT-TERM ASSIGNMENTS

17.1 Employees who replace others because of short-term absence, such as normal sick leave, vacation, and etc., shall be compensated at the out-of-class rate of pay for any hours worked beyond twenty days in a given fiscal year. After an employee has worked out-of-class for twenty days in a fiscal year, the individual shall either be paid out-of-class pay or will not be assigned out-of-class work. The rate of pay for out-of-class assignments shall be the starting rate of the pay range of the class to which the employee is assigned or the employee's current base rate of pay multiplied by 105%, whichever is greater.

## ARTICLE 17A SPECIAL ASSIGNMENTS

17A.1 Police Officers placed on special assignment such as Drug Task Force Officer, School Resource Officer, Community Resource Officer, or Investigator, will hold that assignment as follows:

Drug Task Force Officer	Approximately 3 (three) years
School Resource Officer	Approximately 3 (three) years

Community Resource Officer

Approximately 2 (two) years

Investigator

If there are more than 3 (three) Corporals in the Investigations Division, the assignment will last approximately 1 (one) year. If there are 3 (three) or fewer Corporals in the Investigations Division, this assignment will last approximately 3 (three) years.

17A.2 Special assignments will be evaluated annually. Officers who are removed from special assignment, as a result of the evaluation, or disciplinary action, will be allowed to return to their prior bid position. Officers wishing to leave a special assignment may do so at the time of the annual shift bid.

## ARTICLE 18 LEAVES

18.1 Employee Sick Leave. All permanent full time employees shall be entitled to sick leave with pay at the rate of one working day for each calendar month of service. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness.

In order to receive compensation while absent on sick leave, the employee shall notify the supervisor or the complaint desk/communications center at least forty-five minutes prior to the time the employee is scheduled to report to work. The employee shall state whether the incapacity is due to temporary illness, work related injury, or non-work related injury. The employee shall also give a good-faith, non-binding estimate of the duration of the absence, in order to assist the department in planning for staffing to cover the absence. If it is later determined that the estimate is incorrect, the employee shall directly inform the supervisor as soon as possible of the revised estimate of the time to return to duty.

Sick leave may be accumulated from year to year with no maximum limit and may be granted in minimum units of one-half hour.

Employees not covered by the Police Retirement System receiving temporary disability payments under the provisions of the Iowa Workers Compensation Law may use accumulated sick leave in order to maintain their regular income.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave during such absence.

An employee who enters the employ of the City before the sixteenth day of the month or who leaves the employ of the City after the fifteenth day of the month shall earn sick leave for that month.

- (A) Payment For Unused Sick Leave. In the event of regular or disability retirement provided for under one of the officially established retirement plans of the City, such employee is entitled to payment for unused sick leave as follows:

Twenty-five per cent of the employees last regular hourly rate of pay for all hours in excess of 720 (90 eight-hour work days).

- (B) If during an absence, the department head or other supervisor suspects that an employee is abusing sick leave, the employee may be required by his/her supervisor to provide a physician's certificate. The parties recognize that patterns of sick leave use may be indicative of abuse. These patterns include, but are not limited to: frequent absences of short duration, failure to maintain a sick leave accrual balance, and absences before or



after a holiday or scheduled off time. If management determines that an employee's sick leave usage fits such a pattern, the employee will be asked to explain his/her reasons for such absences. If the employee claims to suffer from a chronic or recurring illness, the department head may require the employee to submit a physician's statement attesting to that condition and its effect on the employee's ability to perform the duties of his/her position as well as the prognosis. The employee, supervisor, and the Union will agree on a plan including a time frame to improve attendance. The plan will be in writing. If attendance does not improve as agreed, or if the employee refuses to cooperate, discipline may be imposed.

18.2 Family Sick Leave. Employees may use up to three (3) days of accrued sick leave per fiscal year for occasions which require the employee to care for a member of their immediate family who is incapacitated due to illness or injury, or who has examinations and consultations with physicians and other health care providers licensed by the State of Iowa. Family sick leave shall be subject to the same eligibility qualifications, documentation, and other terms and conditions as employee sick leave.

For the purpose of Family Sick Leave, immediate family is defined as spouse, children, step-children, foster children, parents, parents-in-law; or other dependents if living in the immediate household, provided that the relationship to the employee is by blood or marriage or is otherwise recognized by State or Local law.

18.3 Injury Leave.

(A) Employees Covered by the Police Retirement System.

- (1) Should a member in service become incapacitated for duty as a natural or proximate result of an injury or disease incurred in or aggravated by the actual performance of duty at some definite time or place or while acting, pursuant to order, outside the City by which the member is regularly employed, the member shall, upon being found to be temporarily incapacitated following a medical examination as directed by the City, be entitled to receive the member's full pay and allowances until reexamined as directed by the City and found to be fully recovered or until the City determines that the member is likely to be permanently disabled.

The City shall provide hospital, nursing and medical attention for the members of the Police Department when injured while in the performance of their duties as members of such department. The City shall continue to provide hospital, nursing and medical attention for injuries or diseases incurred while in the performance of their duties for members receiving benefits under Iowa Code Section 411.6(5) and 411.6(6).

At the time of retirement under the provisions of Section 411.6, Code of Iowa, the employee shall be entitled to a lump sum payment for accrued vacation and for unused sick leave under Section 18.1(A) of this agreement.

There is hereby created a Disability Committee, consisting of the Chief of Police, Human Resources Director, Risk Manager, and one member selected by the bargaining unit. The Committee shall act as the representative of the City to decide matters relating to the eligibility of members to receive benefits as outlined in Section 18.3 of this agreement.

- (2) Notice of Injury - Failure to Report. An employee who is physically able shall report any injury within twenty-four hours. The twenty-four hour period will

begin to run when the employee knew, or should have known, that the injury arose out of and in the course of employment.

(B) Employees Not Covered by the Police Retirement System.

- (1) Leave. Injury leave (with pay) shall be granted to permanent employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned job.
- (2) Request For Payment Of Wages. If, in the opinion of the Police Chief, the injured employee is unable to return to work after one week, he/she will consult with the Risk Manager to approve further absence of the employee and the continuation of payments equivalent to the injured employee's regular salary or wage for a specified period of time. The Police Chief and Risk Manager may require that such requests for continued payment of salary be accompanied by a statement from the employee's physician or other physician designated by the Police Chief and Risk Manager certifying that the injured employee will be unable to perform the duties of his/her position during such period.
- (3) Method of Payment. During such injury leave, the City shall pay such employee his or her full pay, either as direct payment from salary funds or as workers compensation insurance benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which said employee would have received for such period at his or her regular rate of pay. Such injury leave shall not be charged against the employee's sick leave or vacation benefits.
- (4) Extent of Leave. Such injury leave may extend for a period up to six months unless it is determined sooner by competent medical authority that the employee can return to duty. Employees still disabled beyond six months will be entitled to leave with pay as follows:
  - (a) Three months with workers compensation benefits plus two-thirds of the difference between the employee's full pay and workers compensation benefits.
  - (b) Another three months with workers compensation benefits plus one-third the difference between the employee's full pay and workers compensation benefits.
  - (c) At the time of one year from the date of injury, the employee shall be entitled to workers compensation benefits as provided by Chapter 85, Code of Iowa.
  - (d) If declared by competent medical authority to be unable to return to work or to be permanently disabled, the employee shall after one year from the date of the disabling injury, be permitted to use his/her vacation and normal sick leave as provided for in these rules.
- (5) Notice of Injury - Failure to Report. An employee who is physically able shall report any injury within twenty-four hours. The twenty-four hour period will begin to run when the employee knew, or should have known, that the injury arose out of and in the course of employment.

18.4 Emergency Leave. Emergency leave of up to three days with pay shall be granted to all probationary and permanent full time employees in the event of death or serious illness in the

immediate family. Two days of additional emergency leave may be granted and charged to sick leave. Serious illness shall generally be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. Days when an employee may absent himself/herself from the work place will be determined by the employee and the Police Chief.

The definition of immediate family for this purpose is mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law, son-in-law and daughter-in-law.

18.5 Funeral Leave. Permanent full time employees may be allowed up to four hours off with pay to attend the funeral of a City employee or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The Police Chief may decide on the amount of time actually required for funeral attendance up to four hours and the number of on duty employees who may attend the funeral. Employees who act as pallbearers for any deceased person whose funeral takes place during work hours may also receive four hours off with pay.

18.6 Leave of Absence Without Pay. The City Manager may grant a permanent employee leave of absence without pay if in his/her opinion such leave will serve the best interests of the City. No leave shall be granted except upon written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee to return to work within 15 days after the expiration of the approved leave shall be cause for discharge. Sick leave or vacation benefits as well as seniority do not accrue during a leave without pay.

The Police Chief may grant a permanent or probationary employee a leave of absence without pay for not to exceed two weeks. Such leaves shall be reported immediately to the City Manager and Human Resources Department.

18.7 Maternity Leave. A pregnant employee may continue employment as long as it is not deemed harmful by the employee's physician. Sick leave usage under this policy shall only be used if the employee is unable to work before or after delivery and will be treated as any other illness. Paid sick leave will only be granted if the employee is physically unable to perform her regular job duties either before or after delivery. Inability to work will be determined by a physician's statement as to the employee's condition.

A maternity leave of absence (MLOA) may be requested by employees for pregnancy and the interval following delivery. If an employee goes on maternity leave of absence and desires to return to employment, she must do so within three months after delivery in order to keep fringe benefits accrued before such leave.

A disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are treated as such under the City's sick leave policy. A physician's verification of pregnancy is required before sick leave claims may be approved.

18.8 Wellness Day. All employees who abstain from habitual tobacco use and who complete the fitness test(s) using protocols of ILEA each year and have accumulated at least 192 hours of sick leave, shall be able to convert 8 hours of accumulated sick leave to one paid "wellness" day off per calendar year. Scheduling of the wellness day will follow the procedures for the use of compensatory time.

ARTICLE 19  
MISCELLANEOUS RULES

19.1 Attendance. Employees shall be in attendance at their place of work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily employee attendance records. Failure on the part of an employee, absent without leave, to return to duty within twenty-four hours after notice to return shall be cause for immediate discharge.

19.2 Medical Examinations.

- (A) New Employees. Candidates for appointment shall undergo a medical examination following a conditional offer of employment. The purpose of the medical examination shall be to determine whether the candidate can perform the essential functions of the position with or without reasonable accommodation.
- (B) Candidates With Disabilities. Candidates with disabilities may be appointed to positions in the competitive service provided they are able to perform the essential functions with or without reasonable accommodation. The circumstances of each individual case shall be carefully considered, with special weight given to the report of the examining physician.
- (C) Examination Forms. Forms to be used by the examining physician may be provided by the respective State retirement systems and/or by the City, or may be provided by the examining physician or medical facility subject to approval by the Human Resources Director. Information contained in medical reports shall be confidential and available only to authorized persons.
- (D) Examinations During Employment. When, in the judgment of the Police Chief, an employee's physical or mental condition is such that it is desirable to evaluate his/her capacity to perform the duties of his/her position, the Police Chief may require the employee to undergo a medical examination at City expense.
- (E) Examination Following Absence. Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from his/her doctor or take a medical examination at City expense by a City designated doctor before returning to work. The City Manager shall determine if such release or examination is required.
- (F) Criterion for Evaluating Mental and Physical Fitness. Subject to the Americans With Disabilities Act, permanent employees shall be considered fit if:
  - (1) The condition does not interfere with the performance of duty;
  - (2) The condition does not make the individual a hazard to his/her fellow employees;
  - (3) The work performed would not adversely affect the health of the individual.

19.3 Incompatible Activities. An employee shall not engage in any activity or enterprise which is incompatible with his/her duties as a City employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities shall be considered incompatible with City employment:

- (A) Any employment, activity, or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies, or the badge, uniform, prestige, or influence of a City office or employment;

- (B) Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of his/her duties as a City employee;
- (C) Involves the performance of an act in other than his/her capacity as a City officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the agency by which he/she is employed;
- (D) Involves so much of the employee's time that it impairs his/ her attendance or efficiency in the performance of his/her duties as a City officer or employee.

19.4 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of their employment with the City.

19.5 Employment of Relatives. It is the general policy of the City to avoid the employment of members of the immediate family to work in the same department. No individual may be hired or transferred into a department in which he/she would be supervised by a relative of such person or by an individual having administrative discretion over said individual's employment.

The definition of immediate family for this purpose is the mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, cousin, foster child, or foster parent.

19.6 Residence Requirement. All employees governed by this contract shall reside within an area bordered by State Highway 65 on the east, County Road R-27 north of Boone and Des Moines River south of Highway 30 on the west, Story County line on the north, and Polk County Road F-22 on the south. Communities intersected by the borderlines shall be within the area.

19.7 Political Activities of Employees.

- (A) Campaign Contributions - Local Elections. No officer or employee of the City shall directly or indirectly, contribute any money or anything of value to any candidate for nomination or election to any City office or to any local campaign or political committee or take active part in any City political campaign, except to cast his/her vote and to express his/her personal opinion, nor shall any such candidate or committee solicit such contributions or active political support from any such officer or employee. A person holding a City position shall not, while performing official duties or while using City equipment at the person's disposal by reason of his/her position, solicit in any manner contributions for any purpose, or engage in any activity during working hours that impairs the efficiency of the position or presence during the working hours.

A person holding a City position shall not, by the authority of the position, secure or attempt to secure in any manner for any other person an appointment, or advantage in appointment, to a City position or an increase in pay, or other advantage of employment, in any such position for the purpose of influencing the vote or political action of that person, or for any other consideration.

A person who, in any manner, supervises a City employee shall not, directly or indirectly, solicit the person supervised to contribute money or anything of value, or service, for any purpose not connected to said person's employment.

- (B) Candidacy for Elective Office. Any person who shall become a candidate for any elective office, shall, commencing thirty days prior to the date of the primary or general election, and continuing until such person is eliminated as a candidate, either voluntarily or otherwise, automatically receive leave of absence without pay and during such period shall perform no duties connected with the office or position so held.

Nothing in the above section shall prohibit any employee, or group of employees, individually or collectively, from expressing honest opinions and convictions or making statements and comments concerning their wages or other conditions of employment.

19.8 Outside Employment. No employee in the Police Department may hold outside employment if such employment, in the opinion of the Police Chief, has an effect upon the efficiency of the employee or conflicts with the employee's primary responsibility to the Police Department.

Any employee who is denied permission for outside employment by the Police Chief may appeal this decision by utilizing up to Step Three of the grievance procedure in Section 4.2. The decision of the City Manager or his/her designee in this matter shall be final. The employee shall not have a right to grieve this matter any further than Step Three.

19.9 Personnel Files. An employee will be allowed to review material in his/her Police Department or City personnel file in the presence of the Police Chief or Human Resources Director, or designee. If copies of any of this material are requested, the employee will pay the cost of reproduction up to the maximum allowed under Chapter 91B of the Code of Iowa.

If the employee questions the validity of any of the information in the personnel file he/she may utilize the grievance procedures specified in Section 4.2. However, the right to grieve the validity of this information is allowed only up to Step Three. The decision of the City Manager or his/her designee in this matter shall be final. The employee shall not have a right to grieve in this matter any further. For purposes of an employee challenging any information in his/her personnel file, all time frames will begin at the day the employee reviews his/her file.

When the City and/or the City's insurance company, through an out-of-court settlement, settles any action brought against the City and a Police Officer, the City will notify the Officer in writing of the disposition of the matter. A copy of the letter will be placed in any City file pertaining to said matter.

19.10 Physical Fitness Testing: Effective July 1, 2005, each sworn officer shall complete one physical fitness test using the standards required by the Iowa Law Enforcement Academy (ILEA). Effective July 1, 2006, each sworn officer shall complete two physical fitness tests using the standards required by the ILEA. Medical waivers will be accepted and substitution or adaptation of test protocols will accommodate special needs. Passing or failing the ILEA fitness test, based on the Cooper standards, is not a condition of continued employment.

19.11 Tobacco Use. Effective July 1, 2005, all new employees, as a condition of appointment and continued employment, shall agree, in writing, to abstain from the habitual use of tobacco products.

## ARTICLE 20 LONGEVITY

20.1 Longevity Pay. The City will pay employees for length of continuous service at the following rates on a yearly basis:

5 Years	\$150	16 Years	\$370
6 Years	170	17 Years	390
7 Years	190	18 Years	410
8 Years	210	19 Years	430
9 Years	230	20 Years	450
10 Years	250	21 Years	470
11 Years	270	22 Years	490
12 Years	290	23 Years	510
13 Years	310	24 Years	530
14 Years	330	25 Years	550
15 Years	350		

Longevity payments shall be made twice a year - December 1 and April 1. The semi-annual payments shall be in the amount of one-half the yearly longevity payments.

Years of service will be measured as of July 1, 1979, and July 1, of succeeding years. An employee completing five years of service before July 1, will be eligible for longevity pay beginning December of that year. An employee completing five years of service on or after July 1, will be eligible for longevity pay during the following fiscal year or one year later.

## ARTICLE 21 DUES

21.1 Dues Deduction. The City agrees to make deductions for regular monthly union dues upon proper written authorization by the employee, and to forward the amount to the Financial Secretary of the Union along with a list of those employees designating deductions in accordance with a procedure approved by the City and the Union. It is understood that any authorization for any such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at any time upon thirty days written notice by the employee to the City.

The Union further agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any actions taken or not taken by the City under the provisions of this article.

## ARTICLE 22 GENERAL PROVISIONS: TERM OF CONTRACT

22.1 Complete Agreement. The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Notwithstanding the foregoing, this agreement may be amended, modified, or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

22.2 Separability and Savings. In the event any provisions of this contract conflict with the existing laws of the United States or of the State, as determined by a court (or other governmental agency of competent jurisdiction), that part of said contract in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed,

however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable and only that part that conflicts with said law shall be unenforceable; and nothing contained in this contract shall be construed as to require the Employer or the Employee Organization to violate any applicable laws. Both Employer and the Employee Organization state that it is their intent to comply with all existing laws.

22.3 Termination. This agreement shall become effective the 1st day of July, 2005, and thereafter remain in full force and effect until the 30th day of June, 2007, and shall be automatically renewed year to year thereafter unless on or before September 1 of the year prior to the expiration date either party gives notice in writing of a desired change in or termination of this agreement.

Agreed to this 1st day of July, 2005, at Ames, Iowa.

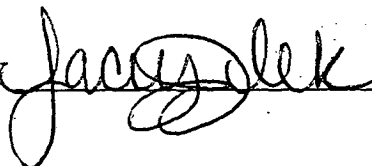
CITY OF AMES

BY



LOCAL 2003, PUBLIC PROFESSIONAL  
AND MAINTENANCE EMPLOYEES

BY





# ADDENDUM A

## SCHEDULE OF RATES JULY 1, 2005 TO JUNE 30, 2006

<u>TITLE</u>	<u>A</u>	<u>B</u>	<u>C</u>
Animal Control Clerk	\$28,604	\$34,299	
Parking Meter Attendant	25,649	27,161	32,600
Police Records Clerk	28,604	31,407	37,427
Police Lead Dispatcher	32,560	34,147	39,360
Police Dispatcher	31,059	32,557	37,630
Police Officer	37,499	41,041	48,949
Police Corporal	43,084	51,356	-----
Animal Control Officer	27,164	29,456	36,507

Step A = 0 through 18 months. Step B = 19 through 36 months, or 19 months plus. Step C (if applicable) = 37 months plus.

Monthly rate is determined by dividing the annual rate listed above by twelve; hourly rate is determined by dividing the annual rate listed above by 2,080 hours or by dividing the monthly rate by 173.333 hours.

## ADDENDUM B

### SCHEDULE OF RATES JULY 1, 2006 TO JUNE 30, 2007

<u>TITLE</u>	<u>A</u>	<u>B</u>	<u>C</u>
Animal Control Clerk	\$29,691	\$35,602	\$ ---
Parking Meter Attendant	26,624	28,193	33,839
Police Records Clerk	29,691	32,600	38,849
Police Lead Dispatcher	33,797	35,445	40,856
Police Dispatcher	32,239	33,794	39,060
Police Officer	38,924	42,601	50,809
Police Corporal	44,721	53,308	-----
Animal Control Officer	28,196	30,575	37,894

Step A = 0 through 18 months. Step B = 19 through 36 months, or 19 months plus. Step C (if applicable) = 37 months plus.

Monthly rate is determined by dividing the annual rate listed above by twelve; hourly rate is determined by dividing the annual rate listed above by 2,080 hours or by dividing the monthly rate by 173.333 hours.

ADDENDUM C  
DEFINITION OF TERMS

ADVANCEMENT - A salary increase within the limits of a pay range established for a class.

ALLOCATION - The assignment of a position to its proper class in accordance with the duties performed and the authority and responsibilities exercised.

APPEAL - An application for review of an alleged grievance submitted or instituted by an employee to a higher authority.

APPELLANT - The employee submitting an appeal on any matter.

APPLICANT - An individual who has completed and submitted an application for employment with the City.

APPOINTING POWER - The individual who possesses the final authority to make an appointment to the position to be filled.

APPOINTMENT The offer of and acceptance by a person of a position either on a regular or temporary basis. An appointment may be withdrawn if it is determined by the results of a complete background investigation (references, police checks, etc.) that the person is not qualified for the position in question either in regard to technical ability or personal suitability.

BARGAINING UNIT PERSONNEL - Includes all employees of the Ames Police Department with the following job titles: Police Officer, Police Corporal, Police Lead Dispatcher, Police Dispatcher, Parking Meter Attendant, Police Records Clerk, Animal Control Clerk, and Animal Control Officer. Excludes the Chief of Police, Captains, Sergeants, Secretary to the Chief of Police, Principal Clerk (confidential), Police Records Supervisor, Animal Control Supervisor, and all others excluded under Section 4 of the Act.

CERTIFICATION - Endorsement as meeting the minimum qualifications and successfully completing the examination for a vacant position. Final certification is contingent upon the results of a complete background investigation for all employees under Civil Service.

CITY SERVICE or SERVICE OF THE CITY - All positions in all departments which are subject to control and regulation by the City Council except the employees of Mary Greeley Hospital.

CLASS - All positions sufficiently similar in duties, authority and responsibility to permit grouping under a common title and application of common standards of selection, transfer, promotion and salary.

CLASS SPECIFICATIONS - A written description of a class consisting of a class title, a general statement of the level of work and of the distinguishing features of work, examples of duties, and the qualifications for the class.

COMMISSION - The Civil Service Commission appointed as required by applicable statutes of the State of Iowa.

COMPENSATION - The salary, wage, allowances, and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred incident to employment.

COMPENSATORY TIME-OFF - Time off from work in lieu of monetary payment for overtime worked.

COMPETITIVE SERVICE - All positions of employment in the service of the City except those specifically excluded by the Code of Iowa.

DEMOTION - The movement of an employee from one class to another class having a lower maximum rate of pay.

DISCHARGE - The separation of a permanent employee for cause.

DISCRIMINATION - A showing of bias or favoritism in treatment because of race, sex, color, ancestry, national origin, age, religion, or disability.

ELIGIBLE - A person whose name is on an eligible or preferred list.

ELIGIBLE LIST -

- (A) Open Eligible List - A list of persons who have taken an open-competitive examination for a class in the competitive service and have qualified.
- (B) Promotional Eligible List - A list of persons who have taken a promotional examination for a class in the competitive service and have qualified. A promotional list remains in effect for two (2) years or until it has been depleted.

EXAMINATION -

- (A) Assembled Examination - A test for which applicants are required to appear at a specified time and place for administration of the test.
- (B) Continuous Examination - An open-competitive examination which is administered periodically and as a result of which names are placed on an eligible list.
- (C) Open-Competitive Examination - An examination which is open to all persons meeting the minimum qualifications for the class.
- (D) Promotional Examination - An examination to which admission is limited to permanent and probationary employees in the competitive service who meet the minimum qualifications for the class.
- (E) Unassembled Examination - A test consisting of an appraisal of training, experience, and other factors for evaluating the relative qualifications of applicants.

FULL TIME EMPLOYEE - An employee who works the normal working hours. Normal working hours consist of forty hours for all employees.

LAYOFF The involuntary nondisciplinary separation of an employee from a position because of a diminution of employees.

LEAVE - An approved absence from work as provided for by Section XVII.

OVERTIME - Authorized time worked by an employee in excess of his/her total normal working hours per day.

REGULAR PART TIME EMPLOYEE - An employee who works at least twenty hours per week on a regularly scheduled basis.

PART TIME EMPLOYEE - An employee who works less than twenty hours per week either on a regular schedule or intermittent basis.

PAY PLAN - The official pay schedule approved by the City Council as signing a rate of pay to each class.

PERMANENT EMPLOYEE - An employee who has successfully completed his/her probationary period and has been retained as hereafter provided in the agreement.

POSITION - Any office or employment, whether occupied or vacant, full time or part time, consisting of duties and responsibilities assigned to one individual by competent authority.

PREFERRED LIST - A list of persons who have been honorably terminated because of a diminution of employees in any classification within the competitive service.

PROBATIONARY EMPLOYEE - An employee who has been certified and appointed, but who has not completed the probationary period as provided.

PROBATIONARY PERIOD - A working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed by actual performance of the duties of the position.

PROMOTION - The movement of an employee other than by reclassification from one class to another class having a higher maximum rate of pay within the same department.

REGULAR APPOINTMENT - An appointment from an eligible list, without time limitation or special restrictions as to continued employment, to a permanent position.

REJECTION - Separation of an employee during or at the completion of his/her probationary period.

SALARY REDUCTION - A salary decrease of one or more steps within the limits of the pay range established for a class.

SUSPENSION - The temporary separation of an employee, without pay, for disciplinary purposes.

SWORN OFFICER - Police Officer and Police Corporal.

TEMPORARY APPOINTMENT - An appointment of a person who has been appointed to a position in that class in the absence of available eligibles.

TERMINATION - The permanent separation of an employee from the service of the City, including death, rejection, discharge, layoff, resignation or retirement.

TRANSFER - The movement of an employee from one position to another position in the same class or to another classification having the same pay range assignment.

UNIFORMED PERSONNEL - Police Officers, Police Corporals, Police Lead Dispatcher, Police Dispatchers, Parking Meter Attendants, Animal Control Officers.

ADDENDUM D  
EMPLOYEE DEVELOPMENT

GENERAL POLICY AND RESPONSIBILITY. The City Council encourages the development of each employee to his/her fullest potential. Responsibility for establishing training programs for employees shall be assumed jointly by the City Manager and department heads. Such training programs may include courses, seminars, workshops, demonstrations, assignment of reading matter, or such other methods as may be available for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

CREDIT FOR TRAINING. Participation in and successful completion of special training programs shall be considered in making advancements and promotions. Employees are encouraged to develop and further their job skills and personal potential by participation in such programs. Evidence of successful completion of training programs shall be filed by the employee with the City Manager and made a part of the employee's personnel file.

REIMBURSEMENT FOR TRAINING EXPENSES. To encourage employee development, the City will reimburse an employee for expenses incurred in obtaining approved training which is related to the employee's present or future job responsibilities. Reimbursement will be made in accordance with procedures to be established by the City Manager. The employee must successfully complete the prescribed requirements of the course, and must reimburse the City for any advance payments in the case of withdrawal or failure. If an employee who has received reimbursement terminates his/her work with the City within one year after completion of the course, an amount equal to the reimbursement will be deducted from his/her last check.

EDUCATION INCENTIVE PAY. To stimulate employee development, any permanent employee shall be eligible to receive "education incentive pay." Such pay shall consist of \$5.00 per month for each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is endorsed in advance by the department head and the City Manager, is directly related to the employee's present or future job responsibilities, and is undertaken after the completion of the six month probationary period. Procedures for implementation of the "education incentive pay" plan shall be established by the City Manager. The provisions of this section shall not be retroactive.

CERTIFICATES OF ACHIEVEMENT. The City Manager may establish policies and procedures for the awarding of certificates of achievement to recognize employee personal development achievements.

ADDENDUM E  
IMPLEMENTATION OF CORPORAL RANK

I. New Position Implementation

1. Effective July 1, 1991, there will be four new promotional positions known as Police Corporals. These will not be staff additions. They will replace four Patrol Officer FTE's (full time equivalents), one from each patrol shift. These positions will be assigned to a patrol shift.
2. The rank of Corporal will be a civil service promotional position with competitive examination.
3. This Corporal position's pay will be at the same rate as Detective.
4. The parties will stipulate to PERB that the Police Corporal will be included in the bargaining unit.
5. Individuals promoted to Police Corporal and assigned to the patrol shifts will be allowed to bid their shift based on seniority. The Chief of Police may change those selections based on the criteria below.
  - (a) Staffing needs.
  - (b) Specialty training the Corporal may possess that may be of specific value to a certain shift.
  - (c) Working conditions on the department.
  - (d) Preferences indicated by the Corporal.
6. Seniority, for the purpose of this program, will be defined as follows: the present Detectives who elect to assume the rank of Corporal will base their seniority on the date they were promoted to Detective. The new Corporals assigned to the patrol division will all have the same date of promotion and will use the time on the Police Department to determine seniority.

II. Detective Rank/Detective Rank Phase Out

1. After July 1, 1991, there will be no new promotions to the rank of Detective. All future openings in the Detective Division will be filled with Corporals per provisions of Section I.
2. Individuals presently holding the rank of Detective will be able to retain that rank after July 1, 1991 if they choose.
3. An individual presently holding the rank of Detective can, after July 1, 1991, but prior to July 1, 1992, voluntarily be reclassified as a Corporal. If they do so, they will come under the provisions of Section I of this proposal and the job description of Corporal and can, with the permission of the Chief of Police transfer to one of the Corporal positions on the patrol shifts. If individuals elect to retain their rank of Detective, then they cannot transfer out of the Detective Division.
4. An individual presently holding the rank of Detective, who voluntarily is reclassified as a Police Corporal, can be transferred from the Detective Division to the Patrol Division as a Corporal at the discretion of the Chief of Police based upon the same considerations as listed in Section I (5) of this proposal.

### III. General Provisions

1. Individuals promoted to the rank of Corporal who are assigned by the Chief of Police to one of the four patrol shifts will not be eligible for clothing allowance.
2. An individual promoted to the rank of Corporal, who is assigned to the Detective Division by the Chief of Police for a period of time exceeding three months in a calendar year, will be eligible for clothing allowance. The amount of clothing allowance awarded will be prorated based on the total number of months in excess of the minimum three months that the individual is assigned to Detectives.
3. Effective September 10, 2002, Corporals not promoted to Sergeant will continue to be assigned as Detectives in the Investigations Division until such time as they are no longer employed by the City or are promoted out of the bargaining unit.



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